SERFF Tracking #: NDPL-128842493 State Tracking #:

Company Tracking #: STRATEGY ENDORSEMENTS

2013

State: Arkansas Filing Company: Aviva Life and Annuity Company

TOI/Sub-TOI: L08 Life - Other/L08.000 Life - Other

Product Name: Strategy Endorsements 2013

Project Name/Number: Strategy Endorsements 2013/Strategy Endorsements 2013

# Filing at a Glance

Company: Aviva Life and Annuity Company
Product Name: Strategy Endorsements 2013

State: Arkansas

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Filing Type: Form

Date Submitted: 01/17/2013

SERFF Tr Num: NDPL-128842493

SERFF Status: Closed-Approved-Closed

State Tr Num:

State Status: Approved-Closed

Co Tr Num: STRATEGY ENDORSEMENTS 2013

Implementation On Approval

Date Requested:

Author(s): Laurel Colton, Ben Warren, Jeff Heagel, Megan Phillips, Megan Flynn Bickel

Reviewer(s): Linda Bird (primary)

Disposition Date: 01/23/2013

Disposition Status: Approved-Closed

Implementation Date:

State Filing Description:

SERFF Tracking #: NDPL-128842493 State Tracking #: Company Tracking #: STRATEGY ENDORSEMENTS
2013

State: Arkansas Filing Company: Aviva Life and Annuity Company

TOI/Sub-TOI: L08 Life - Other/L08.000 Life - Other
Product Name: Strategy Endorsements 2013

Project Name/Number: Strategy Endorsements 2013/Strategy Endorsements 2013

### **General Information**

Project Name: Strategy Endorsements 2013 Status of Filing in Domicile: Authorized Project Number: Strategy Endorsements 2013 Date Approved in Domicile: 01/07/2013

Requested Filing Mode: Review & Approval Domicile Status Comments: Iowa is our state of domicile.

Explanation for Combination/Other:

Submission Type: New Submission

Market Type: Individual Market Type:

Overall Rate Impact: Filing Status Changed: 01/23/2013
State Status Changed: 01/23/2013

Deemer Date: Created By: Ben Warren

Submitted By: Ben Warren Corresponding Filing Tracking Number:

Filing Description: Forms in Filing:

Form 2SEPPD13 - Point to Point Index Strategies Endorsement

Form 2SEFXD13 - Point to Point Flex Index Strategies Endorsement

Form 2SEMCD13 – 1 Year Monthly Cap Indexed Strategy Endorsement

Forms will be used with previously approved forms:

Form 2EFE11-Flexible Premium Adjustable Life Insurance with Indexed Feature approved on 3/8/2011 (NDPL-127012007) Form 2ECG10-Flexible Premium Adjustable Life Insurance with Indexed Feature approved on 6/14/2010 (NDPL-126601509) Form 2JBB12-Last Survivor Flexible Premium Adjustable Life Insurance with Indexed Feature approved on 11/29/2011 (NDPL-127689433)

Enclosed for your approval are new Strategy Option Endorsements.

Forms 2SEPPD13, 2SEFXD13, and 2SEMCD13 will be available with forms Form 2EFE11, Form 2ECG10, and Form 2JBB12 as well as future individual universal life products. These endorsements provide for additional strategy options. Form 2SEPPD13 replaces the existing 1 Year Point to Point and 2 Year Point to Point Indexed Strategies provision or the Indexed Strategies provision in the policy as applicable for newly issued policies. Form 2SEMCD13 will replace Form 2SDMCF06 previously approved by the department for future issued policies. Form 2SEFXD13 is new and does not replace any existing form.

Sample data pages are enclosed demonstrating how the benefit descriptions for each new strategy will be shown.

These forms are written in simplified readable language and do not contain any unusual or possibly controversial items that deviate from normal company or industry standards.

These forms are submitted in final printed format except for slight font and formatting variations which may occur due to production on our high-speed mainframe printer. The company takes care to assure that the impact of printer-based variations are minimized.

If you have any questions regarding this submission, please contact me at 515-342-6132 or e-mail me at ben.warren@avivausa.com

SERFF Tracking #: NDPL-128842493 State Tracking #: Company Tracking #: STRATEGY ENDORSEMENTS 2013

State: Arkansas Filing Company: Aviva Life and Annuity Company

TOI/Sub-TOI: L08 Life - Other/L08.000 Life - Other

Product Name: Strategy Endorsements 2013

Project Name/Number: Strategy Endorsements 2013/Strategy Endorsements 2013

# **Company and Contact**

### **Filing Contact Information**

Ben Warren, Product Compliance Analyst ben.warren@avivausa.com Aviva Life and Annuity Company 515-342-6132 [Phone]

7700 Mills Civic Parkway

West Des Moines, IA 50266-3862

### **Filing Company Information**

Aviva Life and Annuity Company CoCode: 61689 State of Domicile: Iowa

7700 Mills Civic Parkway Group Code: 44 Company Type:
West Des Moines, IA 50266-3862 Group Name: State ID Number:

(800) 800-9882 ext. [Phone] FEIN Number: 42-0175020

# **Filing Fees**

Fee Required? Yes
Fee Amount: \$150.00

Retaliatory? No

Fee Explanation: 3 endorsements x \$50 per endorsement

Per Company: No

CompanyAmountDate ProcessedTransaction #Aviva Life and Annuity Company\$150.0001/17/201366624468

SERFF Tracking #:NDPL-128842493State Tracking #:Company Tracking #:STRATEGY ENDORSEMENTS 2013

State: Arkansas Filing Company: Aviva Life and Annuity Company

TOI/Sub-TOI: L08 Life - Other/L08.000 Life - Other

Product Name: Strategy Endorsements 2013

**Project Name/Number:** Strategy Endorsements 2013/Strategy Endorsements 2013

# **Correspondence Summary**

# **Dispositions**

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/23/2013	01/23/2013

SERFF Tracking #: NDPL-128842493 State Tracking #: STRATEGY ENDORSEMENTS 2013

State: Arkansas Filing Company: Aviva Life and Annuity Company

TOI/Sub-TOI: L08 Life - Other/L08.000 Life - Other

Product Name: Strategy Endorsements 2013

Project Name/Number: Strategy Endorsements 2013/Strategy Endorsements 2013

# **Disposition**

Disposition Date: 01/23/2013

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Hedging Strategy		Yes
Supporting Document	Explanation of Variability		Yes
Supporting Document	Sample Data Pages		Yes
Supporting Document	Actuarial Memorandum		No
Form	Point to Point Index Strategies Endorsement		Yes
Form	Point to Point Flex Index Strategies Endorsement		Yes
Form	1 Year Monthly Cap Indexed Strategy Endorsement		Yes

SERFF Tracking #: NDPL-128842493 State Tracking #: Company Tracking #: STRATEGY ENDORSEMENTS 2013

State: Arkansas Filing Company: Aviva Life and Annuity Company

TOI/Sub-TOI: L08 Life - Other/L08.000 Life - Other

Product Name: Strategy Endorsements 2013

**Project Name/Number:** Strategy Endorsements 2013/Strategy Endorsements 2013

# **Form Schedule**

Lead Form Number: 2SEPPD13									
ltem	Schedule Item	Form	Form	Form	Form	Action Specif	ic	Readability	
No.	Status	Name	Number	Туре	Action	Data		Score	Attachments
1		Point to Point Index Strategies Endorsement	2SEPPD13	POLA	Initial			51.600	2SEPPD13.PDF
2		Point to Point Flex Index Strategies Endorsement	2SEFXD13	POLA	Initial			53.200	2SEFXD13.pdf
3		1 Year Monthly Cap Indexed Strategy	2SEMCD13	POLA	Revised	Previous Filing Number:	N/A	50.500	2SEMCD13.PDF
		Endorsement				Replaced Form Number:	Form 2SDMCI06		

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
ADV	Advertising	<u> </u>	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
ОТН	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages



# **Aviva Life and Annuity Company**

Home Office:[7700 Mills Civic Parkway, West Des Moines, Iowa 50266-3842] Administrative Office:[7700 Mills Civic Parkway, West Des Moines, Iowa 50266-3842] [1-800-800-9882]

### POINT TO POINT INDEX STRATEGIES ENDORSEMENT

(Attached to and made a part of the policy)

[ This Endorsement hereby replaces the 1 Year Point to Point and 2 Year Point to Point Indexed Strategies provision or Indexed Strategies provision as applicable to your policy. ]

This Endorsement provides for one or more indexed strategies on the policy to which this Endorsement is attached. Point to Point Index Strategies provide for crediting of Interest Credits at intervals equivalent to the Interest Crediting Period as identified on your Policy Data Page.

#### CREDITING OF PREMIUMS AND TRANSFERS FROM THE BASIC INTEREST STRATEGY

Premiums will be credited to the Point to Point Index Strategies as described in the Crediting of Premiums and Transfers from the Basic Interest Strategy provision of the policy.

#### **ACCOUNT VALUE**

The Point to Point Index Strategy Value will be calculated as described in the Indexed Strategy Value section of the Account Value provision of the policy.

#### POINT TO POINT INDEX STRATEGIES

Each indexed strategy provided by this endorsement may include one or more Indexed Segments. Interest Credits are credited to each Indexed Segment on its Interest Crediting Dates as described in the Indexed Strategies on the Policy Data Page.

Index. The Index is the measure used for determining the Interest Credits for each indexed strategy. The Index used for each strategy is shown on the Policy Date Page. If the Index is discontinued or if we are unable to utilize it or if the calculation of the Index is changed substantially, we will substitute a similar alternative Index and will notify you. Any such substitution of a suitable index must be approved in advance by the Department of Insurance.

Index Number. The Index Number as of any date is the value of the Index as of the close of the Index on the day before such date. We determine the Index Number using the value as reported by a third party source at a consistent time each day. Any change in the reported value of the Index after our determination of the Index Number will not be included in the calculation of the Index Growth, if applicable. If the value of the Index is not reported on any date for which it is needed, the first preceding reported value of the Index will be used.

**Index Growth.** On each Interest Crediting Date of an Indexed Segment, the Index Growth for that Indexed Segment is the percentage calculated as (A-B)/ B where:

A is the Index Number as of the current Interest Crediting Date of the Indexed Segment.

B is the Index Number as of the preceding Interest Crediting Date of the Indexed Segment.

2SEPPD13 Page 1

Interest Credits. Interest Credits for an Indexed Segment are calculated on each Interest Crediting Date of such segment as follows:

- a) Index Growth multiplied by the applicable Participation Rate, adjusted so that the rate of Interest Credits for this segment does not exceed the Cap Rate and is not less than 0%.
- b) Multiplied by:
  - 1) the Indexed Segment Value attributable to that Indexed Segment on the preceding Interest Crediting Date of the Indexed Segment; minus
  - 2) withdrawals from the Indexed Segment during the Interest Crediting Period just ended; minus
  - 3) monthly deductions from the Indexed Segment during the Interest Crediting Period just ended; minus
  - 4) amounts removed from the Indexed Segment during the Interest Crediting Period just ended due to policy loans with the Annually Declared Loan Interest Option; minus
  - 5) amounts removed from the Indexed Segment during the Interest Crediting Period just ended due to benefit payments under the Chronic Illness Accelerated Death Benefit Rider.

At the last Interest Crediting Date of each Indexed Segment, Interest Credits calculated as described above will be increased as necessary so that the Interest Credits credited to the Indexed Segment during its Indexed Segment Term have an effective annualized interest rate at least equal to the Guaranteed Interest Rate shown on the Policy Data Page. Amounts removed from the Indexed Segment prior to an Interest Crediting Date will not be credited with Interest Credits. References to the "preceding Interest Crediting Date" which are applicable during the Interest Crediting Period following the creation of an Indexed Segment refer tot the date that the Indexed Segment was created.

For purposes of calculating Interest Credits for an Indexed Segment for the Interest Crediting Period, if any amounts are removed on an Interest Crediting Date due to the following, those amounts will not be included with the withdrawals for the Interest Crediting Period just ended; but will be taken into consideration in calculating the next year's Interest Credits:

- 1) a withdrawal effective on such Interest Crediting Date;
- 2) monthly deduction; or
- 3) policy loans that utilize Annually Declared Loan Interest Option.

Interest Credits for an Indexed Segment are calculated on each Interest Crediting Date and added to the Indexed Segment Value on such Interest Crediting Date. Interest Credits are not calculated or credited to an Indexed Segment between Interest Crediting Dates.

For the first Interest Crediting Date for each segment, the preceding Interest Crediting Date will be the Segment Creation Date.

Participation Rate. The Participation Rate is the portion of the Index Growth that will be recognized in the calculation of the Interest Credits for an Indexed Segment on an Interest Crediting Date. We will determine the Participation Rate applicable to each Indexed Segment for each Interest Crediting Period. The Participation Rate during an Indexed Segment Term will never be less than the Minimum Participation Rate for that Indexed Segment Term shown on the Policy Data Page.

Cap Rate. The Cap Rate is the maximum percentage that will be used in the calculation of the Interest Credits. We will determine the Cap Rate applicable to each Indexed Segment for each Interest Crediting Period. The Cap Rate during an Indexed Segment Term will never be less than the Minimum Cap Rate for that Indexed Segment Term, shown on the Policy Data Page.

Indexed Segment Term. Each Indexed Segment is subject to an Indexed Segment Term shown on the Policy Data Page. Indexed Strategy Value cannot be transferred out of an Indexed Segment prior to the end of the Indexed Segment Term applicable to the segment. On the Interest Crediting Date coinciding with the end of the Indexed Segment Term applicable to an Indexed Segment, the Indexed Segment Value attributable to such Indexed Segment is automatically transferred to the Basic Interest Strategy.

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#### **GENERAL PROVISIONS**

We may elect to terminate any strategy available under this Endorsement as shown on the Policy Data Page at any time by sending you a written notice stating the effective date of termination to your last known address. Such notice will be sent at least 30 days in advance of the effective date of the strategy termination. On and after the effective date of the strategy termination, you will not be allowed to allocate any premium to the terminated strategy. Any value in a terminated strategy as of the effective date of termination shall remain until the end of the Indexed Crediting Period. Interest Credits calculated as described above will be increased as necessary so that the Interest Credits credited to the Indexed Segment on a terminated strategy from the beginning of the current Indexed Segment Term through the end of the Indexed Crediting Period have an effective annualized interest rate at least equal to the Guaranteed Interest Rate shown on the Policy Data Page. At the end of the Indexed Crediting Period, the value in the terminated strategy will be automatically transferred to the Basic Interest Strategy. Amounts transferred to the Basic Interest Strategy will then be allocated in accordance with your most recent strategy selections as described in Crediting of Premiums and Transfers from the Basic Interest Strategy provision of the policy. If the most recent strategy selections have any allocations to terminated strategies, unless you direct otherwise prior to the effective date of the strategy termination, these allocations will automatically default to the first available strategy in the order listed on the Policy Data Page.

This Endorsement is subject to all the conditions and provisions of the policy to which it is attached except as provided herein. This Endorsement is added to the policy as of the Policy Date unless a Policy Endorsement shows a later date.

[ Richard C. Cohan ]

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Secretary

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# Aviva Life and Annuity Company

Home Office:[7700 Mills Civic Parkway, West Des Moines, Iowa 50266-3842] Administrative Office:[7700 Mills Civic Parkway, West Des Moines, Iowa 50266-3842] [1-800-800-9882]

### POINT TO POINT FLEX INDEX STRATEGIES ENDORSEMENT

(Attached to and made a part of the policy)

This Endorsement provides for one or more indexed strategies on the policy to which this Endorsement is attached. Point to Point Flex Index Strategies provide for crediting of Interest Credits at intervals equivalent to the Interest Crediting Period as identified on your Policy Data Page for each strategy.

#### CREDITING OF PREMIUMS AND TRANSFERS FROM THE BASIC INTEREST STRATEGY

Premiums will be credited to the Point to Point Flex Index Strategies as described in the Crediting of Premiums and Transfers from the Basic Interest Strategy provision of the policy.

### ACCOUNT VALUE

The Point to Point Flex Strategy Value will be calculated as described in the Indexed Strategy Value section of the Account Value provision of the policy.

#### POINT TO POINT FLEX INDEX STRATEGIES

Each indexed strategy provided by this endorsement may include one or more Indexed Segments. Interest Credits are credited to each Indexed Segment on its Interest Crediting Dates as described in the Indexed Strategies on the Policy Data Page.

**Index**. The Index is the measure used for determining the Interest Credits for each indexed strategy. The Index used for each strategy is shown on the Policy Data Page. If the Index is discontinued or if we are unable to utilize it or if the calculation of the Index is changed substantially, we will substitute a similar alternative Index and will notify you. Any such substitution of a suitable index must be approved in advance by the Department of Insurance.

Index Number. The Index Number as of any date is the value of the Index as of the close of the Index on the day before such date. We determine the Index Number using the value as reported by a third party source at a consistent time each day. Any change in the reported value of the Index after our determination of the Index Number will not be included in the calculation of the Index Growth, if applicable. If the value of the Index is not reported on any date for which it is needed, the first preceding reported value of the Index will be used.

**Index Growth.** On each Interest Crediting Date of an Indexed Segment, the Index Growth for that Indexed Segment is the percentage calculated as [(A - B)/B] - C where:

A is the Index Number as of the current Interest Crediting Date of the Indexed Segment.

B is the Index Number as of the preceding Interest Crediting Date of the Indexed Segment.

C is the Strategy Expense Charge Rate.

2SEFXD13 Page 1

**Tier 1 Threshold Rate**. The Tier 1 Threshold Rate is the maximum Index Growth applicable to the Tier 1 Participation Rate. We determine the Tier 1 Threshold Rate applicable to each Indexed Segment for each Interest Crediting Period.

Interest Credits. Interest Credits for an Indexed Segment are calculated on each Interest Crediting Date of such segment calculated as the minimum of [(A+B) or (C)] x (D-E-F-G-H) where:

A is Index Growth adjusted to be no greater than the Tier 1 Threshold Rate, but not less than 0%, multiplied by the Tier 1 Participation Rate.

B is the excess, if any, of the Index Growth above the Tier 1 Threshold Rate, multiplied by the Tier 2 Participation Rate.

C is the Cap Rate.

D is the Indexed Segment Value on the preceding Interest Crediting Date.

E is withdrawals from the Indexed Segment during the Interest Crediting Period just ended.

F is monthly deductions from the Indexed Segment during the Interest Crediting Period just

G is amounts removed from the Indexed Segment during the Interest Crediting Period just ended due to policy loans with the Annually Declared Loan Interest Option.

H is amounts removed from the Indexed Segment during the Interest Crediting Period just ended due to benefit payments under the Chronic Illness Accelerated Death Benefit Rider.

At the last Interest Crediting Date of each Indexed Segment, Interest Credits calculated as described above will be increased as necessary so that the Interest Credits credited to the Indexed Segment during its Indexed Segment Term have an effective annualized interest rate at least equal to the Guaranteed Interest rate shown on the Policy Data Page. Amounts removed from the Indexed Segment prior to an Interest Crediting Date will not be credited with Interest Credits. References to the "preceding Interest Crediting Date" which are applicable during the Interest Crediting Period following the creation of an Indexed Segment refer to the date that the Indexed Segment was created.

For purposes of calculating Interest Credits for an Indexed Segment for the Interest Crediting Period, if any amounts are removed on an Interest Crediting Date due to the following, those amounts will not be included with the withdrawals for the Interest Crediting Period just ended; but will be taken into consideration in calculating the next year's Interest Credits:

- 1) a withdrawal effective on such Interest Crediting Date;
- 2) monthly deduction; or
- 3) policy loans that utilize Annually Declared Loan Interest Option.

Interest Credits for an Indexed Segment are calculated on each Interest Crediting Date and added to the Indexed Segment Value on such Interest Crediting Date. Interest Credits are not calculated or credited to an Indexed Segment between Interest Crediting Dates.

For the first Interest Crediting Date for each segment, the preceding Interest Crediting Date will be the Segment Creation Date.

Strategy Expense Charge Rate. The Strategy Expense Charge Rate is used in the calculation of the Index Growth. We will determine in advance the Strategy Expense Charge Rate applicable to each Indexed Segment for each Interest Crediting Period. The Strategy Expense Charge Rate during an Indexed Segment Term will never be greater than the Maximum Strategy Expense Charge Rate shown on the Policy Data Page.

Participation Rate. The Participation Rate is the portion of the Index Growth that will be recognized in the calculation of the Interest Credits for an Indexed Segment on an Interest Crediting Date. This strategy provides for two tiers of Participation Rates. The Tier 1 Participation Rate is applied to Index Growth up to the Tier 1 Threshold Rate. The Tier 2 Participation Rate is applied to the Index Growth above the Tier 1 Threshold Rate. We determine the Tier 1 Participation Rate and Tier 2 Participation Rate applicable to each Indexed Segment for each Interest Crediting Period. The Tier 1 Participation Rate and Tier 2 Participation Rate during an Indexed Segment Term will never be less than the Minimum Participation Rate for that Indexed Segment Term shown on the Policy Data Page.

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Cap Rate. The Cap Rate is the maximum percentage that will be used in the calculation of the Interest Credits. We will determine the Cap Rate applicable to each Indexed Segment for each Interest Crediting Period. The Cap Rate during an Indexed Segment Term will never be less than the Minimum Cap Rate for that Indexed Segment Term, shown on the Policy Data Page.

Indexed Segment Term. Each Indexed Segment is subject to an Indexed Segment Term shown on the Policy Data Page. Indexed Strategy Value cannot be transferred out of an Indexed Segment prior to the end of the Indexed Segment Term applicable to the segment. On the Interest Crediting Date coinciding with the end of the Indexed Segment Term applicable to an Indexed Segment, the Indexed Segment Value attributable to such Indexed Segment is automatically transferred to the Basic Interest Strategy.

#### **GENERAL PROVISIONS**

We may elect to terminate any strategy available under this Endorsement as shown on the Policy Data Page at any time by sending you a written notice stating the effective date of termination to your last known address. Such notice will be sent at least 30 days in advance of the effective date of the strategy termination. On and after the effective date of the strategy termination, you will not be allowed to allocate any premium to the terminated strategy. Any value in this strategy as of the effective date of termination shall remain until the end of the Indexed Crediting Period. Interest Credits calculated as described above will be increased as necessary so that the Interest Credits credited to the Indexed Segment on a terminated strategy from the beginning of the current Indexed Segment Term through the end of the Indexed Crediting Period have an effective annualized interest rate at least equal to the Guaranteed Interest Rate shown on the Policy Data Page. At the end of the Indexed Crediting Period, the value in the terminated strategy will be automatically transferred to the Basic Interest Strategy. Amounts transferred to the Basic Interest Strategy will then be allocated in accordance with your most recent strategy selections as described in Crediting of Premiums and Transfers from the Basic Interest Strategy provision of the policy. If the most recent strategy selections have any allocations to terminated strategies unless you direct otherwise prior to the effective date of the strategy termination, these allocations will automatically default to the first available strategy in the order listed on the Policy Data Page.

This Endorsement is subject to all the conditions and provisions of the policy to which it is attached except as provided herein. This Endorsement is added to the policy as of the Policy Date unless a Policy Endorsement shows a later date.

[ Richard C. Cohan ] Secretary

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2SEFXD13 Page 3



### **Aviva Life and Annuity Company**

Home Office:[7700 Mills Civic Parkway, West Des Moines, Iowa 50266-3842] Administrative Office:[7700 Mills Civic Parkway, West Des Moines, Iowa 50266-3842] [1-800-800-9882]

### 1 YEAR MONTHLY CAP INDEXED STRATEGY ENDORSEMENT

(Attached to and made a part of the policy)

This Endorsement provides for an additional indexed strategy, a 1 Year Monthly Cap Indexed Strategy, on the policy to which this Endorsement is attached. The 1 Year Monthly Cap Indexed Strategy provides for crediting of Interest Credits at 12 month intervals.

### CREDITING OF PREMIUMS AND TRANSFERS FROM THE BASIC INTEREST STRATEGY

Premiums will be credited to the 1 Year Monthly Cap Indexed Strategy as described in the Crediting of Premiums and Transfers from the Basic Interest Strategy provision of the policy.

#### ACCOUNT VALUE

The 1 Year Monthly Cap Indexed Strategy Value will be calculated as described in the Indexed Strategy Value section of the Account Value provision of the policy.

#### 1 YEAR MONTHLY CAP INDEXED STRATEGY

The 1 Year Monthly Cap Indexed Strategy may include one or more Indexed Segments. Interest Credits from the 1 Year Monthly Cap Indexed Strategy are credited to each Indexed Segment created under the 1 Year Monthly Cap Indexed Strategy on its Interest Crediting Dates as described in the Indexed Strategies on the Policy Data Page.

**Index**. The Index is the measure used for determining the Interest Credits for this indexed strategy. The Index used is shown on the Policy Date Page. If the Index is discontinued or if we are unable to utilize it or if the calculation of the Index is changed substantially, we will substitute a similar alternative Index and will notify you. Any such substitution of a suitable index must be approved in advance by the Department of Insurance.

Index Number. The Index Number as of any date is the value of the Index as of the close of the Index on the day before such date. We determine the Index Number using the value as reported by a third party source at a consistent time each day. Any change in the reported value of the Index after our determination of the Index Number will not be included in the calculation of the Index Growth, if applicable. If the value of the Index is not reported on any date for which it is needed, the first preceding reported value of the Index will be used.

Index Dates. The Index Dates during an Indexed Segment Term are the same numbered day occurring each month as the day the Indexed Segment was created.

**Index Growth.** On each Interest Crediting Date of an Indexed Segment under the 1 Year Monthly Cap Indexed Strategy, the Index Growth for that Indexed Segment is equal to the sum of the Monthly Index Growth Percentages for the current Interest Crediting Date and the preceding 11 Index Dates.

2SEMCD13 Page 1

The Monthly Index Growth Percentage for each month of the Indexed Segment Term is equal to the lesser of (a) or (b) where:

- a) Equals (A-B)/B where:
  - A is the Index Number as of the current Interest Crediting Date of the Indexed Segment.
  - B is the Index Number as of the preceding Interest Crediting Date of the Indexed Segment.
- b) Equals the Cap Rate, if any, declared for the Interest Crediting Period.

The Monthly Index Growth Percentage for any month during the Indexed Segment Term can be positive, zero or negative.

**Interest Credits**. Interest Credits for an Indexed Segment under the 1 Year Monthly Cap Indexed Strategy are calculated on each Interest Crediting Date of such segment as follows:

- a) Index Growth adjusted so that the rate of Interest Credits for this segment is not less than 0%.
- b) Multiplied by:
  - 1) the Indexed Segment Value attributable to that Indexed Segment on the preceding Interest Crediting Date of the Indexed Segment; minus
  - withdrawals from the Indexed Segment during the Interest Crediting Period just ended; minus
  - 3) monthly deductions from the Indexed Segment during the Interest Crediting Period just ended; minus
  - 4) amounts removed from the Indexed Segment during the Interest Crediting Period just ended due to policy loans with the Annually Declared Loan Interest Option; minus
  - 5) amounts removed from the Indexed Segment during the Interest Crediting Period just ended due to benefit payments under the Chronic Illness Accelerated Death Benefit Rider.

At the last Interest Crediting Date of each Indexed Segment, Interest Credits calculated as described above will be increased as necessary so that the Interest Credits credited to the Indexed Segment during its Indexed Segment Term have an effective annualized interest rate at least equal to the Guaranteed Interest Rate shown on the Policy Data Page. Amounts removed from the Indexed Segment prior to an Interest Crediting Date will not be credited with Interest Credits. References to the "preceding Interest Crediting Date" which are applicable during the Interest Crediting Period following the creation of an Indexed Segment refer tot the date that the Indexed Segment was created.

For purposes of calculating Interest Credits for an Indexed Segment for the Interest Crediting Period, if any amounts are removed on an Interest Crediting Date due to the following, those amounts will not be included with the withdrawals for the Interest Crediting Period just ended; but will be taken into consideration in calculating the next year's Interest Credits:

- 1) a withdrawal effective on such Interest Crediting Date;
- 2) monthly deduction; or
- 3) policy loans that utilize Annually Declared Loan Interest Option.

Interest Credits for an Indexed Segment are calculated on each Interest Crediting Date and added to the Indexed Segment Value on such Interest Crediting Date. Interest Credits are not calculated or credited to an Indexed Segment between Interest Crediting Dates.

Cap Rate. The Cap Rate is the maximum percentage that will be used in the calculation of the Interest Credits. We will determine the Cap Rate applicable to each Indexed Segment for each Interest Crediting Period. The Cap Rate during an Indexed Segment Term will never be less than the Minimum Cap Rate for that Indexed Segment Term, shown on the Policy Data Page.

Indexed Segment Term. Each Indexed Segment is subject to an Indexed Segment Term shown on the Policy Data Page. Indexed Strategy Value cannot be transferred out of an Indexed Segment prior to the end of the Indexed Segment Term applicable to the segment. On the Interest Crediting Date coinciding with the end of the Indexed Segment Term applicable to an Indexed Segment, the Indexed Segment Value attributable to such Indexed Segment is automatically transferred to the Basic Interest Strategy.

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### **GENERAL PROVISIONS**

We may elect to terminate this Endorsement at any time by sending you a written notice stating the effective date of termination to your last known address. Such notice will be sent at least 30 days in advance of the effective date of the strategy termination. On and after the effective date of this strategy termination, you will not be allowed to allocate any premium to the 1 Year Monthly Cap Indexed Strategy. Any value in this terminated strategy as of the effective date of termination shall remain until the end of the Indexed Crediting Period. Interest Credits calculated as described above will be increased as necessary so that the Interest Credits credited to the Indexed Segment on this terminated strategy from the beginning of the current Indexed Segment Term through the end of the Indexed Crediting Period have an effective annualized interest rate at least equal to the Guaranteed Interest Rate shown on the Policy Data Page. At the end of the Indexed Crediting Period, the value in this terminated strategy will be automatically transferred to the Basic Interest Strategy. Amounts transferred to the Basic Interest Strategy will then be allocated in accordance with your most recent strategy selections as described in Crediting of Premiums and Transfers from the Basic Interest Strategy provision of the policy. If the most recent strategy selections have any allocations to this terminated strategy, unless you direct otherwise prior to the effective date of this strategy termination, these allocations will automatically default to the first available strategy in the order listed on the Policy Data Page.

This Endorsement is subject to all the conditions and provisions of the policy to which it is attached except as provided herein. This Endorsement is added to the policy as of the Policy Date unless a Policy Endorsement shows a later date.

[ Richard C. Cohan ]

[ Bell Chl

Secretary

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SERFF Tracking #:	NDPL-128842493	State Tracking #:	Company Tracking #:	STRATEGY ENDORSEMENTS 2013
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State: Arkansas Filing Company: Aviva Life and Annuity Company

TOI/Sub-TOI: L08 Life - Other/L08.000 Life - Other

Product Name: Strategy Endorsements 2013

**Project Name/Number:** Strategy Endorsements 2013/Strategy Endorsements 2013

# **Supporting Document Schedules**

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
AR Readability Cert.pdf			
		Item Status:	Status Date:
Satisfied - Item:	Hedging Strategy		
Comments:			
Attachment(s):			
Hedging Strategy - Dece	ember 2012.pdf		
		Item Status:	Status Date:
Satisfied - Item:	Explanation of Variability		
Comments:			
Attachment(s):			
AR, IL, NM-Strategy Opt	ions 2013 - EOV.pdf		
		Item Status:	Status Date:
Satisfied - Item:	Sample Data Pages		
Comments:			
Attachment(s):			
AR, IL, NM-Final Data Pa AR, IL, NM-Final Data Pa AR, IL, NM-Final Data Pa	age-LTBIII v2.pdf		

### ARKANSAS READABILITY CERTIFICATION

This is to certify that the following forms have achieved a Flesch Reading Ease Score of as indicated below and comply with the requirements of Arkansas Statute Ann. 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

FORM NUMBER AND NAME	FLESCH SCORE
2SEPPD13 – Point to Point Index Strategies Endorsement	51.6
2SEFXD13 – Point to Point Flex Index Strategies Endorsement	53.2
2SEMCD13 – 1 Year Monthly Cap Indexed Strategy Endorsement	50.5

**Aviva Life and Annuity Company** 

**Maureen Closson** 

**Senior Vice President, Compliance** 

1/16/2013\_

**Date** 

# **Hedging Strategy & Associated Risks**

### **General Hedging Strategy**

The general investment strategy for the equity-indexed strategy(ies) includes purchasing and selling either over the counter ("OTC") options and swaps and/or exchange traded options/futures (CBOE/CME) to hedge the equity exposure and fixed income securities to provide for the minimum guarantees. The strategy is to purchase and sell options that match the liability option sold to the policy owner. Options will be carried at amortized cost in the annual statement. Other derivative instruments (non-options) will be carried at market value in the annual statement. Portfolio rebalancing will be done as needed based upon the amount of deaths, withdrawals and surrenders.

Premium received will be used to purchase assets to back the product. The mix of assets will vary depending on allocations chosen by the policyholder, option costs and day-to-day decisions made by management in consultation with our affiliated asset manager, Aviva Investors North America ("AINA"). The investment strategies differ based on the liability characteristics of the insurance product. A well diversified blend of fixed income securities are purchased using the majority of each premium received. A minority of the premiums received are used to purchase derivatives based on the crediting methodology.

It is the goal of the hedging program that all index exposures provided to the policy holder are adequately hedged. It is anticipated that hedges or bonds will be purchased whenever the index exposure materially increases due to premium, transfer into the strategy from another strategy, or index credits. It is anticipated that hedges or bonds will be sold or unwound whenever the index exposure materially decreases due to surrenders, withdrawals, deaths, annuitization or transfer into another strategy. Using this methodology, under hedged situations are very unlikely (they generally are only created from a data entry error). In the event that a material under hedge is discovered, OTC options can be purchased to cover this additional risk. Listed options and futures are also available alternatives. All of these instruments are highly liquid.

It is possible that we may accomplish the hedge using alternative methodology. For example, if it is necessary to purchase additional derivative instruments during the index term and a sufficient quantity of an appropriate investment is not available, alternative exposure to the index could be found either through reinsurance or through similar instruments or securities in the cash market. An example of this would be purchasing SPDRs, a common stock that represents the S&P 500 index, to cover the index exposure.

Typically, since our hedges are matched to the payout to the policy holder, we have a high degree of certainty that the hedges will be effective. There are methods available, however, for verifying the effectiveness of the hedging strategies. The hedging strategy on the equity index accounts can be monitored by comparing what is earned on the derivatives to what is credited to the policyholder.

### Segmentation and Asset Allocation

We have developed an integrated asset liability management approach with separate investment portfolios for specific product lines, such as life insurance products, traditional annuities, indexed annuities, and funding agreements. Essential to this philosophy is coordinating investments in the investment portfolio with product strategies, focusing on risk-adjusted returns and identifying and evaluating associated business risks.

Investment strategies have been established based on the specific characteristics of each product line. The portfolio investment strategies establish asset duration, cash flow, quality and other guidelines. Analytical systems are utilized to establish an optimal asset mix for each line of business. We seek to manage the asset liability mismatch and the associated interest rate risk through active management of the investment portfolio. Financial, actuarial, investment, product development and product marketing professionals work together throughout the product development, introduction and management phases to jointly develop and implement product features. In addition, initial and renewal crediting strategies, and investment strategies are developed and implemented based on extensive modeling of a variety of factors under a number of interest rate scenarios.

In force reserves and the assets allocated to each segment are modeled on a regular basis to analyze projected cash flows under a variety of economic scenarios. The result of this modeling is used to modify asset allocation, investment portfolio duration and renewal crediting strategies. We may also invest in derivatives to hedge against the effects of interest rate fluctuations or to hedge changes in policyowner liabilities.

### **Accounting Treatment**

The Company has economically hedged its exposure to the changes in the applicable indices, however, in the past, this type of hedge has not qualified for hedge accounting under the Statement of Statutory Accounting Principles Number 86 (SSAP No. 86). Under this regulation, the change in the fair value of the derivative instrument is recorded as an unrealized gain or loss directly in surplus and the change in policy reserves are recorded on the income statement. This treatment will continue for non-lowa based statutory entities. However, for Aviva Life and Annuity Company, a prescribed practice statement has been issued which will allow the change in the fair value of those derivatives hedging indexed business to be recorded in the income statement, in order to better match the change in policy reserves. For 2006 and future filings, Aviva Life and Annuity Company will adopt this permitted practice. In 2008, a further Iowa prescribed practice was issued which will allow the amortized cost to be recorded in the annual statement for option derivatives supporting indexed liabilities.

### **Credit Exposure**

Investment opportunities and the investment market will dictate the exact investment portfolio on a day to day basis. Management, in close cooperation with AINA's credit research department, will monitor the total exposure to individual counterparties to ensure that the credit exposure guidelines are adhered to.

### Separate Account vs General Account

The derivatives are purchased specifically for the purpose of hedging the index exposure under this contract and this contract does not require the establishment of a separate account as all liabilities will be provided from the Company's General Account. As a result this product is not registered with the SEC and no separate account will be established.

### **Derivatives Traders**

Pursuant to an investment management agreement, the Company has appointed its affiliate, AINA, as its investment adviser and primary asset manager, which includes authorization to engage in derivatives transactions on the Company's behalf, subject to agreed upon policies and guidelines. AINA's board of directors is responsible for designating individuals, whom it has determined have the appropriate experience, knowledge and skills, as authorized traders for derivative instruments. Only such individuals designated by AINA's board of directors are permitted to enter into and/or approve derivative transactions on behalf of the Company.

### **Counterparty Approval Process and Review**

Prior to entering into a derivative transaction with any counterparty, the authorized trader must verify that such counterparty is on the Company's approved counterparty report ("ACR"). To obtain approval of any counterparty not already approved, the counterparty must be rated NAIC 2 or better and a credit research evaluation must be rendered and approved by AINA's Head of Research before submission to the Company for approval. If approved, the counterparty will be added to the ACR.

The constituents of the ACR will be monitored on an ongoing basis from reliable public sources. The ACR will be reviewed at least quarterly as part of the Company's Investment Committee and/or Investment Compliance Committee, which is attended by senior officers of the organization with responsibility for investments. If a material event occurs on any counterparty inter-meeting, the counterparty will be reviewed immediately with any change in credit research evaluation approved by AINA's Head of Research and communicated to the authorized derivatives trader and the Company. If

<sup>&</sup>lt;sup>1</sup> A material event is deemed to occur if one of the Nationally Recognized Statistical Rating Organizations (NRSRO's) places a counterparty on a credit watch list with negative implications or a downgrade occurs.

the review results in the counterparty no longer being approved, the authorized derivatives trader will not be permitted to conduct further trades with the counterparty and the counterparty will be removed from the ACR.

The most recent ACR includes the following:

Company Name	<b>SVO Ratings</b>
Bank of New York Mellon	NAIC 1
Barclays Bank PLC	NAIC 1
BNP Paribas	NAIC 1
Citibank N.A.	NAIC 1
Deutsche Bank AG	NAIC 1
Merrill Lynch International (Merrill Lynch & Co., Inc.)	NAIC 1
Morgan Stanley Capital Services Inc. (Morgan Stanley)	NAIC1
Royal Bank of Canada	NAIC1
Société Générale	NAIC 1
SunTrust Bank	NAIC 2
UBS AG	NAIC 1
Only for Novation trades	SVO Ratings
Bank of Nova Scotia	NAIC 1
Bear Stearns International ltd. (J P Morgan Chase Bank)	NAIC 1
Merrill Lynch Capital Services (Merrill Lynch & Co., Inc.)	NAIC 1

### **Hedging Risks**

The Company will handle the risks associated with purchasing hedging instruments as follows:

- 1. Liquidity Risk The Company responds to this risk by product design and investment strategy. The Company develops a hedge position consisting of exchange traded options/futures or OTC options. If money is needed, the options can be sold or the notional amount can be adjusted. Assets backing the minimum guarantee are marketable securities that can be sold or borrowed against to fund benefit payments.
- 2. Credit Risk The Company will manage this risk by not entering into transactions with counterparties rated less than NAIC 2 (i.e. must be rated better than BBB- by one of the NRSRO's). Further, the company has negotiated ISDA's and CSA's with its counterparties that have collateral thresholds set at or near zero. In addition, the Company sets limits on the total credit exposure that it may be exposed to and directs its asset managers to adhere to these limits. If the exposure to a particular counterparty exceeds specified thresholds, the Company will require a reduction to the counterparty either in cash or synthetic instruments.

- 3. Market Risk The Company manages this risk by modeling and projecting both assets and liabilities to insure a proper match between the two. The appropriate investment strategy is managed both within the Company and via investment mandates to any 3<sup>rd</sup> party or affiliated asset managers.
- 4. Pricing Risk The Company manages the pricing risks inherent in the product by performing experience studies and monitoring product performance. The results of these studies are used to determine appropriate pricing assumptions for both assets and liabilities.
- 5. Legal Risk The legal risk associated with dealers is covered by executing proper ISDA and CSA agreements. The Company negotiates language necessary to give it sufficient leeway.
- 6. Operational Risks These risks are kept to a minimum because of cross check procedures. The liabilities are reconciled from data down loaded from the administration system. Assets are reconciled by verifying the counterparty mark to markets with internally developed models.

# Management of ALM Risks

The following is information on individuals who monitor and manage the various Asset/Liability risks.

Chakradhar Singh, CFA, FRM, CQF, CAIA Director, Portfolio Manager – Derivatives, Aviva Investors North America Education: Indian Institute of Technology, University of Iowa Years experience: 7

Rohini Ramaswamy

Director, Portfolio Manager - Derivatives, Aviva Investors North America Education: Delhi University, Brown University, Iowa State University Years experience: 8

Ross Schuchart, CFA
Director, Portfolio Manager - Derivatives, Aviva Investors North America
Education: University of Northern Iowa, University of Iowa
Years experience: 16

Anurag Joshi, CFA, FRM VP, Sr. Portfolio Manager - Derivatives, Aviva Investors North America Education: Banaras Hindu University, Iowa State University Years experience: 15 Dale Uthoff, FSA, MAAA
Vice President, ALM and Risk Management, Aviva USA

Education: Drake University

Years experience: 10

David Ross, FCIA, FSA, MAAA

Senior Vice President, ALM and Risk Management, Aviva USA

Education: John Abbott College, McMaster University

Years experience: 30

Joseph, Wittrock, CFA

Chief Investment Officer, Aviva USA

Education: Buena Vista University, University of Chicago Booth School of Business

Years Experience: 12

W. Jeffrey Heng, FSA, MAAA

Aviva USA

### **AVIVA Life and Annuity Company**

### **Explanation of Variable Material**

Point to Point Index Strategies Endorsement, Point to Point Flex Index Strategies Endorsement, and 1 Year
Monthly Cap Indexed Strategy Endorsement
Form 2SEPPD13, 2SEFXD13, and 2SEMCD13

Explanation of Variable Material: All material that we consider variable is shown contained in brackets in the policy. Variable information is information that is unique to the specific Endorsement issued and information that can be changed for all new issues of the Endorsement without re-filing. Most of the variable material found on the data pages is personal information (John Doe information) relative to the particular policy. This document summarizes the other variable material and explains the timing, frequency, and basis for all potential variations.

### Form 2SEPPD13

PAGE 1	EXPLANATION OF VARIABILITY	NUMERIC RANGE
Company Home Office Address, Administrative Office Address and Phone Number	These items are marked as variable to enable us to update the rider without refiling should any of these items change in the normal course of business. Any such changes to the Company address will be submitted to the Department as an informational filing.	N/A
[This Endorsement hereby replaces the 1 Year Point to Point and 2 Year Point to Point Indexed Strategies provision or the Indexed Strategies provision as applicable to your policy.]	This statement will print when used in conjunction with a previously approved base policy form. This statement will be removed when used in conjunction with future approved base policy forms.	N/A

### Form 2SEFXD13 and 2SEMCD13

PAGE 1	EXPLANATION OF VARIABILITY	NUMERIC RANGE
Company Home Office Address, Administrative Office Address and Phone Number	These items are marked as variable to enable us to update the rider without refiling should any of these items change in the normal course of business. Any such changes to the Company address will be submitted to the Department as an informational filing.	N/A

# Revised INITIAL NOTICE Data Pages 2EFE11, 2ECG10, and 2JBB12

Data Pages	EXPLANATION OF VARIABILITY	NUMERIC RANGE
Fixed-Term Segment Length	Period of time during which amounts transferred will remain in a given Fixed-Term Segment. Currently, 1 year is being applied as the length of each such segment created under the 1 Year Fixed-Term Strategy and 5 years is being applied as the length of each such segment under the 5 Year Fixed-Term Strategy. This period is guaranteed once assigned to a given segment. Future Fixed-Term Segments or future policies may have longer or shorter periods relative to existing segments on inforce policies.	1 to 20 years

		1/4/12
Indexed Strategies	The Indexed Strategies are available through endorsements which allow for multiple strategies. Each available strategy including the applicable rates will print in the policy at the time of issue. We may add new strategies under these endorsements for inforce and/or new policies and will print the corresponding information. We may also discontinue strategies for inforce and/ or new policies. For new policies, the discontinued strategy will no longer print on the INITIAL NOTICE.	N/A
Strategy Name (1 Year Point to Point Indexed Strategy, Increased Participation Indexed Strategy, International Indexed Strategy, Elevated Cap Strategy, 1 Year Monthly Cap Strategy, 2 Year Point to Point Indexed Strategy)	This field is to provide the marketing name for the strategy for communication and administrative purposes in order to distinguish the various strategies available under each endorsement. The marketing name is intended to be descriptive of the intended strategy option function. We may change the marketing name for new and/or inforce policies. The names listed are the ones we are currently using. If we add a new strategy, we will also add a marketing name descriptive of the strategy option function.	N/A
Indexed Segment Term	Period of time during which amounts transferred will remain in a given Indexed Segment. Currently, 60 months is being applied as the length of each such segment created under all Indexed Strategies except that 72 months is being applied as the length of each such segment created under the 2 Year Point to Point Indexed Strategy. This period is guaranteed once assigned to a given segment. Future Indexed Segments or future policies may have longer or shorter periods relative to existing segments on inforce policies.	1 to 20 years
Minimum Participation Rate	This is the lowest Participation Rate that the Insurer may ever apply to any Index Segment for each Indexed Strategy and is guaranteed for as long as the policy remains inforce. This rate is not changed by the Insurer once the policy is issued. Future Indexed Strategies on inforce or future policies may have a higher or lower Minimum Participation Rate that differs from inforce policies.	0.1% to 300%
Minimum Cap Rate	This is the lowest Cap Rate that the Insurer may ever apply to the applicable Index Segment for each Indexed Strategy and is guaranteed for as long as the policy remains inforce. This rate for that Indexed Strategy is not changed by the Insurer once the policy is issued. Future Indexed Strategies on inforce or future policies may have a higher or lower Minimum Cap Rate relative to existing segments on inforce policies.	0.1% to None
Interest Crediting Period	This is the period of time used in the calculation of Interest Credits for the Indexed Segment. This may change for new and/or inforce policies. Future Indexed Segments or future policies may have a different Interest Crediting Period.	1 month-60 months

Interest Crediting Dates	These are the dates coinciding with the end of each Index Crediting Period within the Indexed Segment Term. These number of dates will be determined by the number of Interest Crediting Periods that will fit within the Indexed Segment Term. Future Indexed Segments or future policies	Will vary and will be the end of each Interest Crediting Period within the
	may have different Interest Crediting Dates based on the Indexed Segment Term and Interest Crediting Period	Indexed Segment Term
	defined for each Indexed Segment.	Segment Term
Maximum Strategy Expense Charge Rate	This is the maximum Strategy Expense Charge Rate that the Insurer may ever deduct from the strategy value in the calculation of the Interest Credits for an Indexed Segment on an Interest Crediting Date. This rate is not changed by the Insurer once the policy is issued. Future policies may have a higher or lower Maximum Strategy Expense Charge Rate relative to existing segments on inforce policies.	0% to 30%
Index Disclosures	The appropriate strategy disclosure will be listed or deleted based on if the strategy is relevant to the policy.	N/A

POLICY NUMBER: [AVIVA]
INSURED: [ JOHN DOE ]

### **INITIAL NOTICE**

As of the Policy Date, the following rates are applicable to interest crediting strategies to which you may direct your premium and are guaranteed while this policy remains in force.

#### FIXED-TERM STRATEGIES

1 Year Fixed-Term Strategy:

Fixed-Term Segment Length: [12 Months]

5 Year Fixed-Term Strategy:

Fixed-Term Segment Length: [60 Months]

### **INDEXED STRATEGIES**

[Point to Point Index Strategies Endorsement – [1 Year Point to Point Indexed Strategy]:

Index: Standard & Poor's 500 Index excluding dividend income (+)
Indexed Segment Term: [60 Months]
Minimum Participation Rate: [100%]
Minimum Cap Rate: [2.00%]
Interest Crediting Period: [12 Months]

Interest Crediting Dates:dates coinciding with the end of the intervals of [12, 24, 36, 48 and 60] months after the Indexed Segment is created.

[1 Year Monthly Cap Indexed Strategy Endorsement – [1 Year Monthly Cap Indexed Strategy]:

Index: Standard & Poor's 500 Index excluding dividend income (+)
Indexed Segment Term: [ 60 Months]
Minimum Cap Rate: [ 0.25%]
Interest Crediting Period: [12 Months]

Interest Crediting Dates:dates coinciding with the end of the intervals of [12, 24, 36, 48 and 60] months after the Indexed Segment is created. ]

[Point to Point Index Strategies Endorsement – [1 Year Point to Point Increased Participation Indexed Strategy]

Index: Standard & Poor's 500 Index excluding dividend income (+)
Indexed Segment Term: [60 Months]
Minimum Participation Rate: [200%]
Minimum Cap Rate: [1.00%]
Interest Crediting Period: [12 Months]

Interest Crediting Dates: dates coinciding with the end of the intervals of [12, 24, 36, 48 and 60] months after the Indexed Segment is created.]

(+) See Page 3B.1 for Index disclaimer.

Form 2EFE11 Page 3B-R 6/13-A

POLICY NUMBER: [AVIVA]
INSURED: [ JOHN DOE ]

[Point to Point Flex Indexed Strategies Endorsement – [1 Year Point to Point Elevated Cap Indexed Strategy]

Index: Standard & Poor's 500 Index excluding dividend income (+)

Indexed Segment Term:[60 Months]Minimum Participation Rate:[100%]Minimum Cap Rate:[4.00%]Maximum Strategy Expense Charge Rate:[6.00%]Interest Crediting Period:[12 Months]

Interest Crediting Dates: dates coinciding with the end of the intervals of [12, 24, 36, 48 and 60] months after the Indexed Segment is created.]

[Point to Point Index Strategies Endorsement – [1 Year Point to Point International Indexed Strategy]

Index: Hang Seng Index excluding dividend income (+)

Indexed Segment Term:[60 Months]Minimum Participation Rate:[100%]Minimum Cap Rate:[2.00%]Interest Crediting Period:[12 Months]

Interest Crediting Dates: dates coinciding with the end of the intervals of [12, 24, 36, 48 and 60] months

after the Indexed Segment is created. ]

[Point to Point Index Strategies Endorsement – [2 Year Point to Point Indexed Strategy]:

Index: Standard & Poor's 500 Index excluding dividend income (+) Indexed Segment Term: [72 Months]
Minimum Participation Rate: [100%]
Minimum Cap Rate: [2.00%]
Interest Crediting Period: [24 Months]

Interest Crediting Dates:dates coinciding with the end of the intervals of [24, 48 and 72] months after the Indexed Segment is created.

(+) See Page 3B.1 for Index disclaimer.

Form 2EFE11 Page 3B-R 6/13-A

POLICY NUMBER: [AVIVA]
INSURED: [ JOHN DOE ]

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Form 2EFE11 Page 3B.1-R 6/13

POLICY NUMBER: [AVIVA]
INSURED: [ JOHN DOE ]

### **INITIAL NOTICE**

As of the Policy Date, the following rates are applicable to interest crediting strategies to which you may direct your premium and are guaranteed while this policy remains in force.

#### FIXED-TERM STRATEGIES

1 Year Fixed-Term Strategy:

Fixed-Term Segment Length: [12 Months]

5 Year Fixed-Term Strategy:

Fixed-Term Segment Length: [60 Months]

### **INDEXED STRATEGIES**

[Point to Point Index Strategies Endorsement – [1 Year Point to Point Indexed Strategy]:

Index: Standard & Poor's 500 Index excluding dividend income (+)
Indexed Segment Term: [60 Months]
Minimum Participation Rate: [100%]
Minimum Cap Rate: [2.00%]
Interest Crediting Period: 12 Months

Interest Crediting Dates:dates coinciding with the end of the intervals of [12, 24, 36, 48 and 60] months after the Indexed Segment is created.

[1 Year Monthly Cap Indexed Strategy Endorsement – [1 Year Monthly Cap Indexed Strategy]:

Index: Standard & Poor's 500 Index excluding dividend income (+)
Indexed Segment Term: [60 Months]
Minimum Cap Rate: [0.25%]
Interest Crediting Period: 12 Months

Interest Crediting Dates:dates coinciding with the end of the intervals of [12, 24, 36, 48 and 60] months

after the Indexed Segment is created. ]

[Point to Point Index Strategies Endorsement – [1 Year Point to Point Increased Participation Indexed Strategy]

Index: Standard & Poor's 500 Index excluding dividend income (+)
Indexed Segment Term: [60 Months]
Minimum Participation Rate: [200%]
Minimum Cap Rate: [1.00%]
Interest Crediting Period: 12 Months

Interest Crediting Dates: dates coinciding with the end of the intervals of [12, 24, 36, 48 and 60] months after the Indexed Segment is created.]

(+) See Page 3B.1 for Index disclaimer.

Form 2ECG10 Page 3B-R 6/13-A

POLICY NUMBER: [AVIVA]
INSURED: [ JOHN DOE ]

[Point to Point Index Strategies Endorsement – [1 Year Point to Point International Indexed Strategy]

Index: Hang Seng Index excluding dividend income (+)

Indexed Segment Term:[60 Months]Minimum Participation Rate:[100%]Minimum Cap Rate:[2.00%]Interest Crediting Period:12 Months

Interest Crediting Dates: dates coinciding with the end of the intervals of [12, 24, 36, 48 and 60] months

after the Indexed Segment is created. ]

[Point to Point Flex Indexed Strategies Endorsement – [1 Year Point to Point Elevated Cap Indexed Strategy]

Index: Standard & Poor's 500 Index excluding dividend income (+)

Indexed Segment Term:[60 Months]Minimum Participation Rate:[100%]Minimum Cap Rate:[2.00%]Maximum Strategy Expense Charge Rate:[6.00%]Interest Crediting Period:12 Months

Interest Crediting Dates: dates coinciding with the end of the intervals of [12, 24, 36, 48 and 60] months after the Indexed Segment is created.]

[Point to Point Index Strategies Endorsement – [2 Year Point to Point Indexed Strategy]:

Index: Standard & Poor's 500 Index excluding dividend income (+) Indexed Segment Term: [72 Months]
Minimum Participation Rate: [100%]
Minimum Cap Rate: [4.00%]
Interest Crediting Period: 24 Months

Interest Crediting Dates:dates coinciding with the end of the intervals of [24, 48 and 72] months after the Indexed Segment is created. ]

(+) See Page 3B.1 for Index disclaimer.

Form 2ECG10 Page 3B-R 6/13-A

POLICY NUMBER: [AVIVA]
INSURED: [ JOHN DOE ]

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POLICY NUMBER: [AVIVA]
INSURED: [ JOHN DOE ]
[ JANE DOE 1

### **INITIAL NOTICE**

As of the Policy Date, the following rates are applicable to interest crediting strategies to which you may direct your premium and are guaranteed while this policy remains in force.

### FIXED-TERM STRATEGIES

1 Year Fixed-Term Strategy:

Fixed-Term Segment Length: [12 Months]

5 Year Fixed-Term Strategy:

Fixed-Term Segment Length: [60 Months]

### **INDEXED STRATEGIES**

[Point to Point Index Strategies Endorsement – [1 Year Point to Point Indexed Strategy]:

Index: Standard & Poor's 500 Index excluding dividend income (+)
Indexed Segment Term: [60 Months]
Minimum Participation Rate: [100%]
Minimum Cap Rate: [2.00%]
Interest Crediting Period: [12 Months]

Interest Crediting Dates:dates coinciding with the end of the intervals of [12, 24, 36, 48 and 60] months after the Indexed Segment is created.

[1 Year Monthly Cap Indexed Strategy Endorsement – [1 Year Monthly Cap Indexed Strategy]:

Index: Standard & Poor's 500 Index excluding dividend income (+)
Indexed Segment Term: [ 60 Months]
Minimum Cap Rate: [ 0.25%]
Interest Crediting Period: [12 Months]

Interest Crediting Dates:dates coinciding with the end of the intervals of [12, 24, 36, 48 and 60] months after the Indexed Segment is created.]

[Point to Point Index Strategies Endorsement – [1 Year Point to Point Increased Participation Indexed Strategy]

Index: Standard & Poor's 500 Index excluding dividend income (+) Indexed Segment Term: [60 Months]
Minimum Participation Rate: [200%]
Minimum Cap Rate: [1.00%]
Interest Crediting Period: [12 Months]

Interest Crediting Dates: dates coinciding with the end of the intervals of [12, 24, 36, 48 and 60] months after the Indexed Segment is created.]

(+) See Page 3B.1 for Index disclaimer.

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POLICY NUMBER: [AVIVA] INSURED: [ JOHN DOE ] [ JANE DOE ] [Point to Point Index Strategies Endorsement – [1 Year Point to Point International Indexed Strategy] Hang Seng Index excluding dividend income (+) Index: Indexed Segment Term: [60 Months] Minimum Participation Rate: [100%] Minimum Cap Rate: [2.00%] Interest Crediting Period: [12 Months] Interest Crediting Dates: dates coinciding with the end of the intervals of [12, 24, 36, 48 and 60] months after the Indexed Segment is created. ] [Point to Point Flex Indexed Strategies Endorsement – [1 Year Point to Point Elevated Cap Indexed Strategy] Index: Standard & Poor's 500 Index excluding dividend income (+) Indexed Segment Term: [60 Months] Minimum Participation Rate: [100%] Minimum Cap Rate: [2.00%] Maximum Strategy Expense Charge Rate: [6.00%] Interest Crediting Period: [12 Months] Interest Crediting Dates: dates coinciding with the end of the intervals of [12, 24, 36, 48 and 60] months after the Indexed Segment is created. ] [Point to Point Index Strategies Endorsement – [2 Year Point to Point Indexed Strategy]: Index: Standard & Poor's 500 Index excluding dividend income (+) Indexed Segment Term: [72 Months] Minimum Participation Rate: [100%] Minimum Cap Rate: 4.00%] Interest Crediting Period: [24 Months] Interest Crediting Dates:dates coinciding with the end of the intervals of [24, 48 and 72] months after the Indexed Segment is created. ] See Page 3B.1 for Index disclaimer. (+)

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POLICY NUMBER: [AVIVA]
INSURED: [ JOHN DOE ]
[ JANE DOE ]

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